

RAIN AND HAIL INSURANCE)	AGBCA No. 99-129-F
SERVICES, INC. (Georgia Soybeans),)	
)	
Appellant)	
)	
Representing the Appellant:)	
)	
Bruce B. Green)	
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P. O. Box 2029)	
Council Bluffs, Iowa 51502)	
)	
Representing the Government:)	
)	
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DECISION OF THE BOARD OF CONTRACT APPEALS

July 7, 2000

Before HOURY, POLLACK, and VERGILIO, Administrative Judges.

Opinion for the Board by Administrative Judge POLLACK.

This appeal arises out of a 1997 Standard Reinsurance Agreement (SRA) between the Federal Crop Insurance Corporation (FCIC), a wholly-owned Government corporation within the U.S. Department of Agriculture and Rain and Hail Insurance Services, Inc. (RHIS) of West Des Moines, Iowa (Appellant). Under the SRA, Appellant sells and administers Multi-Peril Crop Insurance (MPCI) policies in furtherance of the FCIC crop insurance program. The dispute involves both the SRA and FCIC's Manager's Bulletin No. MGR 97-027. The Board has jurisdiction over this appeal under 7 C.F.R. §§ 24.4(b), 400.169(d).

The appeal is taken from what RHIS characterizes as a failure of the Deputy Administrator of Insurance Services, Risk Management Agency, to make a final determination of RHIS's request that the Director review a claim involving a 1997 planting of soybeans. In the claim, RHIS alleged that FCIC changed the coverage for soybeans grown in Georgia during the 1997 crop year by extending

the date of final planting. RHIS claimed damages of \$52,198. The Board docketed the matter as a deemed denial.

On the merits RHIS claimed that FCIC's extension of final planting for soybeans in various Georgia counties afforded the insureds additional time to plant their soybeans and obtain insurance at their full production guarantees, rather than at reduced production guarantees, which would have been the case but for the extension of the planting period.

After pleadings were filed, the Board conducted a conference that led to an additional exchange of information and further discussions between the parties. In a letter of December 23, 1999, the Appellant advised the Board that the parties had reached an oral settlement. The letter, however, went on to include a proviso that Appellant would file its motion to dismiss with prejudice only after it received confirmation of FCIC's transfer of settlement proceeds. By letter of January 20, 2000, FCIC advised the Appellant that the reimbursement associated with the settlement had been approved and should be shown on the appropriate accounting report. Under cover letter of February 2, 2000, the Appellant filed a Motion to Dismiss asking the Board to dismiss the appeal based upon the attached correspondence, including the aforementioned December 23, 1999 and January 20, 2000 letters. The Board understands the motion to dismiss to call for dismissal with prejudice, subject to the transfer of settlement proceeds.

Based on the settlement of the parties and the Board's understanding that the transfer referenced in the correspondence has been made, the Board concludes that the conditions for dismissal with prejudice have been met.

DECISION

Pursuant to the agreement of the parties and Appellant's motion, the appeal is dismissed with prejudice.

HOWARD A. POLLACK
Administrative Judge

Concurring:

EDWARD HOURY
Administrative Judge

JOSEPH A. VERGILIO
Administrative Judge

**Issued at Washington, D. C.
July 7, 2000.**